

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 230148
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 05/09/2023

Name of Contract Initiator: David Kramer Telephone #: 66849

School/Dept Submitting Contract: Operations Cost Center # 9023

Vendor Name: CCUA

Contract Title: Close Out Documents for Spring Park Elementary School

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: n/a Renewal Option(s):

Contract Cost: n/a

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # _____
 Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

____ Completed Contract Review Form

____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

____ SIGNED Addendum A (if not an SBAO Template Contract)*
**This Statement MUST BE included in the body of the Contract:
 "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*

____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

____ COVID-19 Waiver (If Applicable)

____ Release and Hold Harmless (If Applicable)

RECEIVED
MAY - 9 2023
PURCHASING

RECEIVED
5/16/23

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BTB</u>	_____
Review Date <u>5/11/2023</u>	_____
School Board Attorney <u>SB</u>	_____
Review Date <u>5/24/23</u>	_____
Other Dept. as Necessary	_____
Review Date	_____

PENDING STATUS: YES NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS **APPROVED** DATE: 5-24-23

✓

CERTIFICATE OF CONSTRUCTION COMPLETION

PROJECT: Spring Park Elementary School "R" Located at 3530 County Road 315

OWNER'S AFFIDAVIT

I CERTIFY that the work under the above named project, including all appurtenances thereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of owner; that no notice of intention to claim liens is outstanding; that no suits are pending by reason of work on the project under the contract; that all Worker's Compensation claims have been settled, and that no public liability claims have been settled and that no public liability claims are pending.

Affidavit is made for the purpose of inducing the Clay County Utility Authority to accept said construction for ownership.

DEVELOPER:

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
a political subdivision of the State of Florida

By: _____ (Seal)

Ashley Gilhousen, Board Chair

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2023, by **ASHLEY GILHOUSEN**, as **BOARD CHAIR** of **SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, who is personally known to me or has produced _____, as identification.

Print Name: _____

Notary Public

State of _____ at Large

My Commission Expires:



BILL OF SALE OF UTILITY SYSTEM

KNOW ALL MEN BY THESE PRESENTS that **ASHLEY GILHOUSEN**, as **BOARD CHAIR** of **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, (hereinafter "Seller") for the sum of **TEN DOLLARS (\$10.00)** and other good and valuable considerations paid by **CLAY COUNTY UTILITY AUTHORITY**, (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, that effective this _____ day of _____, 2022 (date of Final Inspection), has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Purchaser, its successors and assigns, the water and wastewater installations, which are to be owned and maintained by Purchaser, per Developer Agreement dated January 5, 2023, and identified by the plans for the Clay County School District Elementary School "R", prepared by Michelle M. Agee, P.E., (hereinafter "Utility system").

- (1) All easements, licenses, rights-of-way and consents owned by Seller for the construction, operation and maintenance of the Utility System.
- (2) All prints, plans, record drawings, as-built drawings, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by Purchaser for the operation of the Utility System.
- (3) All warranties by third parties respecting the Utility System, including professional engineering warranties.

Seller, its successors and assigns, hereby covenants that it is the lawful owner of the above referenced property, that the above referenced property is free and clear of all liens and encumbrances and that it has good right to, and hereby does, sell the same to the Purchaser, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Seller has caused this document to be dully executed this ____ day of _____, 20__.

SELLER:

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
a political subdivision of the State of Florida

By: _____ (Seal)
Ashley Gilhousen, Board Chair

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2023, by **ASHLEY GILHOUSEN**, as **BOARD CHAIR** of **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, who is personally known to me or has produced _____, as identification.

Print Name: _____
Notary Public
State of _____ at Large
My Commission Expires: _____